

**UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF NEBRASKA**

KRISTEENA SCARPINO,  
individually and on behalf  
of similarly situated individuals,

Plaintiff,

V.

IMAGINATION INDUSTRIES, INC., d/b/a  
AMERICAN DREAM,  
and CASEY ROWE,

Defendants.

C.A. No. 8-20-cv-449

## SECOND AMENDMENT TO SETTLEMENT AGREEMENT

Plaintiff Kristeena Scarpino, individually and on behalf of the Opt-in Plaintiffs, through counsel, and Defendants Imagination Industries, Inc. d/b/a American Dream (“American Dream”) and Casey Rowe (collectively “Defendants”), through counsel, for good and valuable consideration, hereby enter into the following Second Amendment to their Settlement Agreement.

1. Defendants American Dream and Casey Rowe are to pay off the remaining balance of \$12,800.00 due under the Settlement Agreement in installments, as follows:
- a. Defendants shall make a payment of \$1,000.00 on or before April 30, 2024.
  - b. Thereafter, Defendants shall make payments of \$1,000.00 each month, on or before the 15<sup>th</sup> of each month, starting in May 2024 and continuing until the balance is paid off. To the extent these payments are made by check, the funds should be available on or before the 15<sup>th</sup> of the month, so that the check can be deposited by no later than the date payment is due.

- c. To the extent any payment is late, incomplete, and/or funds are unavailable for deposit by the 15<sup>th</sup> of the month in which said payment is due, Defendants shall pay liquidated damages of \$25.00 for each day any payment installment, in full or in part, remains outstanding. While the Parties agree that liquidated damages may not be stacked, the obligation to pay the liquidated damage of \$25.00 per day shall continue without limitation as to time until the delinquent payment, together with all liquidated damages stemming from any delinquent installment payment, is fully paid. Any payments made will first be applied toward any outstanding installment and then applied toward any outstanding liquidated damage amount before being applied toward the following installment obligation.
  - d. There is no penalty for early or accelerated payments.
2. The liquidated damages provision of Paragraph 1(c), above, waives application of, and supersedes, the interest provisions of the Settlement Agreement (paragraph 11) and Amendment to the Settlement Agreement (paragraph 2(b)).
3. The remaining terms of the Settlement Agreement and Amendment, to the extent they do not conflict with the provisions of this Second Amendment, remain in full force and effect.
4. This Settlement Agreement shall be governed by and interpreted according to the laws of the state of Nebraska, without regard to that state's conflict of laws principles.
5. The Court shall retain jurisdiction with respect to the interpretation, implementation, and enforcement of the terms of this Settlement and all orders and judgments entered in

connection therewith, and the Parties and their Counsel submit to the jurisdiction of the Court for this purpose.

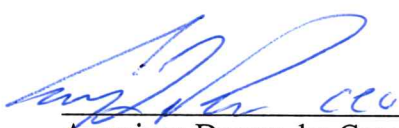
6. Any prayer for costs and attorneys' fees requested by a Party seeking the Court's enforcement of the Agreement shall be limited to those costs and attorneys' fees associated with any request to enforce this Second Amendment to the Settlement Agreement and not costs or attorneys' fees that may have accrued concerning previous requests to enforce the original Agreement and/or the First Amendment. The Parties agree that the Court's right to use its discretion to tax costs and attorneys' fees is not by matter of contract, but within the Court's discretionary power.
7. Olena Savytska, Counsel for Plaintiffs, represents that she has sent notice of the terms of this Second Amendment to the Settlement Agreement to the Opt-in Plaintiffs and did not receive any objections.

\_\_\_\_\_  
Kristeena Scarpino, Plaintiff

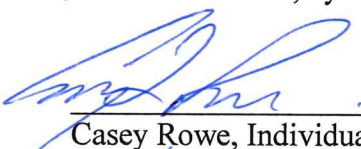
Date: April \_\_, 2024

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Olena Savytska, Counsel for Plaintiff

Date: April \_\_, 2024

  
\_\_\_\_\_  
American Dream, by Casey Rowe

*May*  
Date: April *8*, 2024

  
\_\_\_\_\_  
Casey Rowe, Individually

*may*  
Date: April *8*, 2024

  
\_\_\_\_\_  
Hugh Abrahamson, Counsel for Defendants

*May*  
Date: April *8*, 2024